

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re:  BOBBY L. FISHER,  Debtor,  HARLEY-DAVIDSON CREDIT CORP.,  Movant, v.  BOBBY L. FISHER and WILLIAM C. MILLER, Trustee,  Respondents.	Bankruptcy No. 19-12649  Chapter 13  Document No.
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MOTION FOR RELIEF FROM THE AUTOMATIC STAY

AND NOW, comes Movant, Harley-Davidson Credit Corp., by and through its undersigned counsel, Bernstein-Burkley, P.C., and files this Motion for Relief from the Automatic Stay (the “Motion”), representing as follows:

The Parties

1. Respondent, Bobby L. Fisher, (“Debtor”), is an adult individuals with a place of residence located at 1418 Melton Street, Bristol, PA 19007.
2. William C. Miller, is the duly appointed Chapter 13 Trustee and is currently acting in such capacity.

Jurisdiction and Venue

3. This matter is a core proceeding and this Court has jurisdiction pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Movant seeks relief pursuant to 11 U.S.C. § 362(d) and FRBP 4001 and 9014.

Factual Background

4. On or about April 25, 2019, Debtor filed a voluntary petition for relief pursuant to Chapter 13 of the Bankruptcy Code.

5. On or about December 28, 2016, Debtor purchased a 2008 Harley-Davidson FLHTCUSE3, Screamin Eagle, VIN #1HD1PR81X8Y954347, pursuant to a Promissory Note and Security Agreement (the “Contract”) with the Movant, a true and correct copy of which is attached hereto as Exhibit A.

6. Movant has a secured interest in the 2008 Harley-Davidson FLHTCUSE3, Screamin Eagle, VIN #1HD1PR81X8Y954347, as evidenced by the Certificate of Title attached hereto as Exhibit B.

7. The Contract requires monthly payments of \$405.75, which amounts are due on or before the 27th of each month.

8. As of the date of this Motion, Debtor is in default of their payment obligations to Movant in the amount of \$2,349.20. Debtor is currently due for the payment due on October 27, 2019.

9. Debtor’s Chapter 13 Plan states that payments to Movant will be made outside the Plan.

10. The gross balance due on the Contract is \$13,614.42.

11. The N.A.D.A value for the 2008 Harley-Davidson FLHTCUSE3, Screamin Eagle, VIN #1HD1PR81X8Y954347 is \$12,630.00. A true and correct copy of a printout showing that value is attached hereto as Exhibit C. Therefore there is no equity in the collateral, the Debtor is still responsible for making monthly payments to Movant.

12. Movant is entitled to relief from the automatic stay for cause, including the lack of adequate protection, because Debtor has failed to make post-petition payments to Movant. 11 U.S.C. §362(d)(1).

WHEREFORE, Movant, Harley-Davidson Credit Corp., respectfully requests that this Honorable Court enter an Order, pursuant to 11 U.S.C. § 362(d), granting Movant relief from stay with respect to the 2008 Harley-Davidson FLHTCUSE3, Screamin Eagle, VIN #1HD1PR81X8Y954347.

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

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Counsel for Harley-Davidson Credit Corp.

Dated: April 14, 2020